

AGREEMENT

between

COUNTY OF MCHENRY
and the
MCHENRY COUNTY SHERIFF

and

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

for the

UNIT II
CORRECTIONAL OFFICERS BARGAINING UNIT

EFFECTIVE
DECEMBER 1, 1996 - NOVEMBER 30, 1998

PREAMBLE

This Agreement is entered into by the County of McHenry, a body politic and corporate, by its duly constituted County Board and the Sheriff of McHenry County, hereinafter referred to as the "Employer", and the Illinois F.O.P. Labor Council, hereinafter referred to as the "Council".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Council representing the Employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to Employees wages, hours and working conditions.

In consideration of mutual promises, covenants and Agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

Article I RECOGNITION

Section 1.1. Unit Description

The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment as follows:

Unit II - Correctional Officers Unit

Included: Merited Deputy Sheriffs and non-merited corrections officers, in the Corrections Division assigned to the correctional facility in the Corrections Division.

Excluded: Sheriff, Corrections Administrator, Registered Nurse, Undersheriff, Correctional Sergeants, supervisory, managerial, confidential Employees and all others excluded by the Act, and all other Employees of the Sheriff's Department.

Section 1.2. Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit Employee. Such work by supervisors shall not cause any layoffs of the bargaining unit Employees.

Section 1.3. Sheriff's Auxiliary

The Employer may continue to utilize the services of the McHenry County Sheriff's Deputy and Police Auxiliary, the posse and snowmobile volunteer units, to perform bargaining unit work in accordance with past practice and applicable Illinois law. Such utilization shall not cause any layoffs of the bargaining unit Employees.

Section 1.4. Short-Term/Part-Time Employees

The Employer may continue to utilize the services of short-term and part-time Employees to perform bargaining unit work in accordance with past practice and applicable Illinois law. Such utilization shall not cause any layoffs of the bargaining unit Employees.

Section 1.5. Job Class Duty Changes

The parties agree that administrative reorganization of the Sheriff's Department may result in job duty changes for included or excluded job classifications and the parties agree to negotiate in good faith over the inclusion or exclusion of such amended job classification in the bargaining unit.

Article II NEW CLASSIFICATIONS AND VACANCIES

Section 2.1. New Classifications

Where the Employer finds it necessary to create a new job classification which falls within the bargaining unit, the Employer and Council agree to jointly petition the State Labor Board to seek the necessary unit clarification unless the parties can mutually agree on the addition of the classification to the bargaining unit.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, Council may appeal the proposed pay grade to the 3rd step of the grievance procedure.

The second or third step of the grievance procedure or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;

- (b) Like positions with similar jobs content and responsibilities within the labor market generally;
- (c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision.

If the decision of the second or third step grievance procedure or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with past practice posting procedures or to Section 2 procedures of this Article, which ever are applicable.

Section 2.2. Vacancies

Vacancies in Unit 2 shall be filled at the sole discretion of the Sheriff.

Section 2.3. Assignments

Duty assignments by the Sheriff for classification officer, program officer and road crew will be based upon qualifications, ability and skill all as determined by the Sheriff. Qualifications, ability and skill being equal, the assignment will be made by seniority. In reviewing the discretion of the Sheriff, his decision may reversed only upon a showing that it is arbitrary or capricious and against the manifest weight of the evidence.

Article III NON-DISCRIMINATION

Section 3.1. Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices.

Section 3.2. Prohibition Against Discrimination

Both the Employer and the Council agree not to illegally discriminate against any Employee on the basis of race, sex, creed, religion, color, age or national origin, or disability.

Section 3.3. Council Membership or Activity

Neither the Employer nor the Council shall interfere with the right of Employees covered by this Agreement to become or not become members of the Council, and there shall be no discrimination against any such Employees because of lawful Council membership or non-membership activity or status.

Article IV **MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the Sheriff's Office of the County and all management rights repose in it. Nothing herein shall affect the internal control authority of the Sheriff. Except as specifically amended, changed or modified by the Agreement, these management rights include, but are not limited to, the following:

- (a) To direct all operations of the Sheriff's Department;
- (b) To determine the overall budget;
- (c) To establish work rules and schedules of work;
- (d) To create an organizational structure; to hire or promote from the Merit Commission eligibility list, transfer, schedule and assign Employees in positions and to create, combine, modify and eliminate positions within the Sheriff's Department;
- (e) To suspend, discharge and take other disciplinary action for just cause against Employees under the established work rules and regulations of the Sheriff's Department and Merit Commission and the provisions of this Agreement;
- (f) To lay off Employees according to the terms of this Agreement;
- (g) To determine quality and maintain efficiency of the operations of the Sheriff's Department;
- (h) To introduce new or improved methods or facilities;
- (i) To change existing methods or facilities;
- (j) To determine the kinds, quality and amounts of services to be performed as pertains to Sheriff's Department and County operations; and the number and kind of classifications to perform such services;
- (k) To contract out for goods or services,

- (l) To establish, implement and maintain an effective internal control program;
- (m) To establish rules relating to those items not subject to arbitration under Section 1614 (i) of the public Employees Labor Relations Act of Illinois, except to the degree to the impact of such items;
- (n) To determine the methods, means and personnel by which Sheriffs Department operations are to be conducted;
- (o) To take whatever action is necessary to carry out the functions of the Sheriff's Department in situations of emergency.

Nothing in this Article is intended to alter or abrogate the intention or authority of any other article contained in this Agreement. Anything not specifically provided for pursuant to this Collective Bargaining Agreement shall be left to the exclusive discretion of the Employer.

Article V SUBCONTRACTING

Section 5.1. General Policy

It is the general policy of the Employer to continue to utilize the Employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interest of economy, improved work product, or emergency, provided such subcontracting will not cause the layoff or reduction in force of any bargaining unit employee.

Article VI DUES DEDUCTION AND FAIR SHARE

Section 6.1. Dues Deduction

Upon receipt of a written and signed authorization form from an Employee, the Employer shall deduct the amount of Council dues set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in accordance with the laws of the State of Illinois. The Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 6.2. Dues

With respect to any Employee covered by this Agreement, on whose behalf the Employer receives written authorization in a form agreed upon by the Council and the Employer (attached hereto as Exhibit #4), shall deduct from the wages of the Employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Council. Authorization for such deduction shall only be irrevocable by providing thirty (30) days written notice to the Employer and the Council.

Section 6.3. Fair Share

Any present Employee covered by this Agreement who is not a member of the Council shall be required to pay a fair share (not to exceed the amount of Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All Employees covered by this Agreement who are hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any covered Employee in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the covered Employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Council on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- (1) The Council has certified to the Employer that the affected covered Employee has been delinquent in his/her obligation for at least thirty (30) days;
- (2) The Council has certified to the Employer that the affected covered Employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the Employee has been advised by the Council of his/her obligations pursuant to this Article and of the manner in which the Council has calculated the fair share fee;
- (3) The Council has certified to the Employer that the affected covered Employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the Employer and the Council for the purpose of determining and resolving any objections the Employee may have to the fair share fee.

Section 6.4. Indemnification

The Council hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any proper action taken by the Employer for the purpose of complying with the provisions of this Article.

Article VII BILL OF RIGHTS

If the inquiry, investigation or interrogation of a peace officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then before taking such action, the Employer shall follow the procedures set forth in 50 ILCS 725/1 of the Illinois Compiled Statutes. The officer may be relieved of duty pending formal hearing and shall receive all ordinary pay and benefits as he/she would have if he/she were not charged. The employee shall have the right to be represented at such inquiries, investigations or interrogations by a Council representative.

In the case of recommended suspensions pending discharge, the officer may be relieved of duty without pay for a period of up to thirty (30) days during which a hearing shall be held on the recommended discharge.

Article VIII MAINTENANCE OF STANDARDS

The parties have mutually negotiated all economic benefits for which they wish to include with their employment relationship pursuant to this Agreement. Both parties agree that the employees will continue to enjoy those economic benefits and any changes therein shall be mutually negotiated between the parties. Any economic provisions which are not specifically provided for in this Agreement may be modified by the Employer upon a showing of reasonable business necessity or operational need of the Sheriff's Department. Thirty (30) days prior to implementation, the Employer will notify the Union and the parties shall immediately sit down to negotiate the changes. If the parties are not able to agree on the implementation of the changes proposed by the Employer, then they shall arbitrate in accordance with the procedures set forth in the IPLRA as amended. The County shall not take action to decrease the Sheriff's budget with the intention of undermining the application of this Article.

Article IX
F.O.P. REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 9.1. Grievance Processing

Reasonable time while on duty shall be permitted to Council representatives for the purposes of aiding or assisting or otherwise representing Employees in processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 9.2. Delegates to F.O.P. Conferences

Any Employee(s) chosen as delegate(s) to an F.O.P. state or national conference will, upon written application approved by the Council and submitted to the Employer with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such convention or conference. This period of time shall not exceed one (1) week. No more than two (2) Employees shall be approved for leave as provided in this Section in any calendar year. The Employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of the Sheriff's Department. Such requests shall not be unreasonably denied.

Section 9.3. Council Negotiating Team

Up to two (2) Members designated as being on the Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Council negotiating team member is in regular day-off status on the day of negotiations, he/she will not be compensated for attending the session.

Section 9.4. Notification of Representatives

The Council shall notify the Employer on December 1st of each year, the officers and stewards, if any, of the Union and the Employer shall notify the Union of its designated representative.

Article X **NO STRIKE**

Section 10.1. No Strike Commitment

Neither the Council nor any bargaining unit member will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Council nor any bargaining unit member shall refuse to cross any picket line, by whomever established.

Section 10.2. Performance of Duty

It is recognized that Employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Council agrees that no disciplinary action or other action will be taken by the Council against any Employee or Employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 10.3. Resumption of Operations

In the event of action prohibited by Section 1 above, the Council immediately shall disavow such action and request the bargaining unit members to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 10.4. Council Liability

Upon the failure of the Council to comply with the provisions of Section 2 above, any agent or official of the Council who is an employee covered by this Agreement may be subject to the provisions of Section 5 below.

Section 10.5. Discipline of Strikers

Any bargaining unit member who violates the provisions of Section 1 of this Article shall be subject to immediate discipline which may include discharge. Any action taken by the Employer against any bargaining unit member who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provision of the grievance procedure, except that the issue of whether a bargaining unit member in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Article XI
IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14), from time-to-time.

Article XII
INDEMNIFICATION

Section 12.1. Employer Responsibility

Those employees being designated as merited deputy sheriffs will be indemnified pursuant to 55 ILCS 5/5-1002. Those remaining will be covered by 745 ILCS 10/2-302 and other applicable law.

Section 12.2. Legal Representation

Employees shall have legal representation by the Employer in any civil cause of action brought against an Employee resulting from or arising out of the performance of official duties.

Section 12.3. Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 12.4. Applicability

The Employer will provide the protection set forth in Section 1 and Section 2 above, only so long as the Employee is acting within the scope of his employment and where the Employee cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.

Article XIII
PERSONNEL FILES

Section 13.1. Personnel Files

The Employer shall keep a central personnel file for each Employee in the bargaining unit which shall be maintained in the Sheriff's Office. The Sheriff is free to keep working files, including internal investigation files, but material not maintained in the central personnel file may not be used for disciplinary or other action against an Employee. Copies of portions of the personnel file will be maintained with the Merit

Commission and the County Administrator's offices as are necessary to the discharge of their functions. The Employer shall comply with the provisions of the "Access to Personnel Records Act", 820 ILCS 40/0.01.

Section 13.2. Inspection

Upon request of an Employee, the Employer shall permit an Employee reasonable inspection of his personnel file subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the request, and on off-duty hours of the employee, except for employees who work normal administrative business hours (Monday through Friday);
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon written request;
- (c) The Employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (d) Upon written authorization by the requesting Employee, in cases where such Employee has a written grievance pending and is inspecting his file with respect to such grievance, that Employee may have a representative of the Council present during such inspection and/or may designate in such written authorization that such representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information; such as referenced reports, credit checks, or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 13.3. Notification

Employees shall be given immediate notice by the Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 13.4. Investigation

The Employer shall not release the names, photos or descriptions of bargaining unit members under investigation for misconduct in the performance of his or her duties, unless authorized by the Employee or required by law.

Article XIV
DISCIPLINE AND DISCHARGE

Section 14.1. Discipline and Discharge

The parties recognize the principles of progressive and corrective disciplinary action which shall be imposed in a timely manner upon completion of the investigation. Disciplinary action or measures shall be limited to the following:

Oral reprimand
Written Reprimand
Suspension
Demotion
Discharge

Disciplinary action may be imposed upon an Employee only for just cause. Other reasonable conditions of employment may be imposed by the employer in conjunction with the discipline. Any disciplinary action or measure imposed upon a non probationary Employee may be processed as a grievance through the regular grievance procedure. If an Employee elects to process a disciplinary review through the grievance procedure, then the Employee must notify the Sheriff and, if applicable, the Merit Commission, within forty-eight (48) hours of notification of the disciplinary measure or action. If the grievance process is elected, the Employee waives all rights, if any, to Merit Commission review or procedures. The Sheriff shall immediately notify the County Board of such election. Probationary Employees are "at-will" Employees subject to discipline or discharge without recourse to the Merit Commission or the grievance procedure.

If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public. This shall not prohibit the Employer from informing the complainant of the discipline of any employee once it has finally been determined.

Section 14.2. Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the Employee and the Council of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 14.3. Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the Employee of the contemplated discipline to be imposed, the Employer shall notify the Council of the meeting and then shall meet with the Employee involved and inform the

Employee of the reason for such contemplated discipline including any names of witnesses and copies of pertinent documents. The Employee shall be informed of his contract rights to Council representation and shall be entitled to such, if so requested by the Employee, the Employee and Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Council representative shall be available within twenty-four (24) hours of notification. If the Employee does not request Council representation, a Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 14.4. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Council representation at such interview. If the employee desires such Council representation, no interview shall take place without the presence of a Council representative. If a Council representative of the employee's choice is not available at the time of the request or a reasonable time thereafter, not to exceed eight hours, the Council representative present may be used by the employee. This does not preclude both parties from mutually agreeing to an extension of time.

Section 14.5. Merit Commission

The Employer and the Council agree that the existing Merit Commission procedures as amended by law from time to time, relating to the review of suspensions and discharges shall remain in place. For all oral and written reprimands and non-disciplinary grievances the provision of this Agreement relating to the Dispute Resolution and Grievance Procedure shall be in effect. Nothing herein shall infringe on the function of the Sheriff's Merit Commission in testing applicants for new positions or promotions and creating eligibility lists for any such positions from which the Sheriff shall fill any such positions. This section applies only to merited officers.

ARTICLE XV **DRUG TESTING**

Section 15.1. Statement of Policy

It is the policy of the Employer that the public has the right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. As the Employer, it has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as not to violate any established rights of the officers.

Section 15.2. Prohibitions

Officers shall be prohibited from:

- (a) Consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any County premises or job sites, including all Employer buildings, properties, vehicles and while engaged in Employer's business;
- (b) Illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises;
- (c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Section 15.3. Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. The Employer or his designated representative must certify their reasonable suspicions concerning the affected officer prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of officers, except random testing of an individual officer as authorized in Paragraph 8 below and random testing of an employee who is voluntarily assigned to a Departmental Drug Enforcement Group for at least thirty (30) days and such officer's duties are primarily related to drug enforcement. The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

Section 15.4. Order to Submit To Testing

Within eight (8) hours after the time an officer is ordered to submit to testing authorized by this Agreement, the Employer shall provide the officer with a written notice of the order, setting forth all of the objective facts and reasonable-inference drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or right that he may have. The Employee must take the test within sixty (60) minutes for alcohol and four (4) hours for drugs of being ordered to do so or it shall be deemed a refusal.

Section 15.5. Test To Be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA) ;
- (b) Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result.
- (c) Collect a sufficient sample of the same body fluid or materials from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer
- (d) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites; Provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense provided the officer notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
- (f) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein, the Employer will not use such information in any manner or form adverse to the officer's interests;
- (g) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. If a test is greater than 0.0 but less than .04 the officer shall be conclusively presumed to be not under the influence of alcohol. If the test is .10 or greater the officer shall be conclusively presumed to be under the influence of alcohol. If the test is at least .04 but less than .10 the Employer shall not be precluded from demonstrating the officer was under the influence however no presumption will be attached to said results and the Employer shall bear the burden of proof in such cases;
- (h) Provide each officer tested with a copy of all information and reports received by the Employer in connection with the testing and the results;

- (i) Insure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure.

Section 15.6. Right To Contest

The Council and/or the officer with or without the Council shall have the right to file a grievance concerning any testing permitted by this Agreement contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend to restrict, diminish, or otherwise impair any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Council.

Section 15.7. Voluntary Requests For Assistance

The Employer shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment or temporary suspension of the officer if he is then unfit for duty in his current assignment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the officer's interest, except reassignment as described above.

Section 15.8. Discipline

In the first instance that an officer tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all officers who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- (a) The officer agreeing to appropriate treatment as determined by the physicians involved;
- (b) The officer discontinues his use of illegal drugs or abuse of alcohol;
- (c) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) The officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers who do not agree to, or who do not act in accordance with the foregoing, or who test positive for a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the officer's option, pending treatment. The foregoing shall not limit the Employer's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE XVI DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 16.1. Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Council or any Employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act or the Sheriff's Merit Commission Act. (As applied to merited officers only).

Section 16.2. Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the Employee and the Sheriff's designee on behalf of the Sheriff.

The Employee shall make his complaint to the Sheriff's designee within ten (10) calendar days from the conduct or event giving rise to the grievance, or ten (10) calendar days from the time the employee knew, or should have known of the conduct or event giving rise to the grievance. The Sheriff's designee will notify the Employee of the decision within ten (10) calendar days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the Employee shall first complete his assigned work task and complain later.

Section 16.3. Representation

Grievances may be processed by the Council on behalf of an Employee or on behalf of a group of Employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant, or one grievant representing group grievants, present at any step of the grievance procedure, and the Employee is entitled to Council representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more Employees only if the same facts, issues and requested remedy apply to all Employees in the group.

Section 16.4. Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, the signature of the grieving Employee(s), and the date.

Section 16.5. Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

Section 16.6. Grievance Processing

No Employee or Council representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the Employee shall always perform his assigned work task and grieve his complaint later, unless the Employee reasonably believes that the assignment endangers his safety.

Section 16.7. Grievance Meetings

A maximum of two (2) Employees (the grievant and/or Council representative) per work shift shall be excused from work with pay to participate in a Step 1, Step 2, or Step 3 grievance meeting. The Employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The Employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the Employee's work shift.

Section 16.8. Steps in Procedure

Grievances arising under this Agreement shall be resolved as follows:

- Step 1. If no agreement is reached between the Employee and the Sheriff's designee as provided for in Section 2, Dispute Resolution, the Council shall prepare a written grievance on a form mutually agreed to between the Employer and the Council and presented to the Sheriff's designee, no later than ten (10) calendar days after the Employee was notified of the decision by the Sheriff's designee. Within ten (10) calendar days after the grievance has been submitted, the Sheriff's designee shall meet with the grievant and the Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff's designee shall respond in writing to the grievant and the Council representative within ten (10) calendar days following the meeting.
- Step 2. If the grievance is not settled at Step 1, the grievance may be referred in writing by the Council within ten (10) calendar days after the decision of the Sheriff's designee to the Sheriff himself. Within ten (10) calendar days after the grievance has been filed with the Sheriff, the Sheriff shall meet with the Council representative and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Sheriff shall respond in writing to the grievant and the Council within ten (10) calendar days following that meeting.
- Step 3. Only in the case of grievances involving the shared responsibilities of the Employer or the interpretation of contract language or grievances, the settlement of which would involve monies beyond the budgeted funds of the Sheriff, and if the grievance is not settled at Step 2, the Council, within ten (10) calendar days after the Sheriff's written decision at Step 2, may refer the grievance in writing to the Sheriff and the designee(s) of the Chairman of the County Board. Within ten (10) calendar days after such referral, the grievant, the Council representative, the Sheriff, and the designee(s) of the Chairman of the County Board shall meet and make a good faith effort to resolve the grievance. The Sheriff and the designee(s) of the Chairman of the County Board shall respond in writing to the grievant and the Council within ten (10) calendar days following that meeting. The Sheriff shall have one vote and the designee(s) of the Chairman of the County Board shall collectively have one vote in resolving such grievances.
- Step 4. If the dispute is not settled at Step 2 or Step 3, the matter may be submitted to arbitration by the Council, the County or the Sheriff within fifteen (15) calendar days after the Step 2 or Step 3 written decision or after the expiration of the ten (10) calendar day period that such written decision was due. Within fifteen (15) calendar days after the matter has been submitted

to arbitration a representative of the Sheriff, County and the Council shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within fifteen (15) calendar days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the final list by alternate strikes by the co-employer representatives and the Council. The party requesting arbitration shall take the first strike. The person whose name remains on the final list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the co-employers and the Council. Such letter shall request the arbitrator to set a time and place for the hearing subject to the availability of the co-employers and Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Woodstock, Illinois, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Council shall have the right to request the arbitrator to require the presence of witnesses and or documents. Each party shall bear the expense of its witnesses.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and Council. Costs of arbitration shall include the arbitrator's fees, room costs and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Council and the Employee or Employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

Section 16.9. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the appropriate advance step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Council representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 16.10. Pertinent Witnesses and Information

Either the Council or Employer may request the production of specific documents, books, papers, or witnesses reasonably available from the Council or the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

ARTICLE XVII **SENIORITY**

Section 17.1. Definition of Seniority

As used herein, the department seniority, unit seniority, and classification seniority terms shall refer to and be defined as the Employee's continuous length of service or employment in the Sheriff's Department, the bargaining unit, and the classification respectively. If the type of seniority is not specified, the reference shall be construed to be unit seniority which shall be figured from the date of last hire within the Unit.

Section 17.2. Probationary Period

An Employee is a "probationary Employee" for the first twelve (12) months of employment. No matter concerning the layoff, discipline, or termination of a probationary Employee shall be subject to Merit Commission review or the Dispute Resolution and Grievance Procedures of this Agreement.

Section 17.3. Seniority List

The Employer shall post a seniority list on September 15th of each year. Disputes as to changes to the list shall be resolved through the grievance procedure.

Section 17.4. Termination of Seniority

An Employee shall be terminated by the Employer and his seniority broken when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or

- (d) accepts gainful employment while on an approved leave of absence from the Sheriff's Department; or
- (e) is absent for three consecutive scheduled work days without proper notification or authorization; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section 17.5. Seniority While On Leave or Promotion

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence. Except as may be provided otherwise by law, no employee will accrue any benefits while on unpaid leave for any reason. Employees who are promoted out of the bargaining unit and return to the bargaining unit shall retain their County seniority for benefit accumulation purposes.

Section 17.6. Shift Bidding

- A. By October 1st of each year, the Sheriff, or his designee, shall post shifts for bidding by Unit seniority. The annual bid shall take place in November for shifts to become effective the first pay period in January. The Sheriff has the right to determine the gender composition of the workforce.
- B. In administering the bid selection process provided for in Section 6A herein, should a vacancy exist at the time of shift bidding it will not be filled. However, each time the Sheriff elects to fill a vacancy and the new officer is hired and fully trained, as determined at the sole discretion of the Sheriff or his designee, which shall not be more than three (3) months from the graduation of mandated corrections officer basic training, then the shift vacancy will be posted for a period of seven (7) days and filled by the most senior Officer requesting the assignment. Management is not required to notify personnel who are not present. Not more than two (2) postings caused by the filling of a vacancy will be done. Should no officer request the posted assignment in the seven day period, management reserves the right to assign the new employee to the vacant position. Officers who select another shift in accordance with this section and are transferred will not be authorized to bump other officers regarding previously approved vacation picks and must select vacation from available openings with approval of the Sheriff.
- C. If the Sheriff decides to alter the number of filled slots on a shift during the course of the year, then he shall post the available slots for bidding in the same manner as described in this Section 6B. This does not prohibit the Sheriff from making temporary shift assignments based on operational necessity.

Section 17.7. Seniority Tie Breaking

In the event two (2) or more employees have the exact same date of hire, seniority of the affected employee shall be determined by a numerical lottery drawing done by the Employer, and witnessed by the Council.

ARTICLE XVIII LAYOFFS

Section 18.1. Layoff

In the event the Employer determines a layoff is necessary, Employees in each unit shall be laid off in such number as determined by the Sheriff unless compliance with State or Federal law requires otherwise. The Employer shall determine how many positions in each classification shall be laid off. Employees shall be laid off in the inverse order of classification seniority. Employees may bump employees in lower classifications within that Unit II only, again using the inverse order of classification seniority. The Employer agrees to inform the Council in writing not less than fourteen (14) days prior to such layoffs and to provide the Council with the names of all Employees to be laid off in such notice.

Section 18.2. Layoff Order

Probationary Employees and temporary Employees shall be laid off first, then full-time Employees shall be laid off in affected units in inverse order of seniority. Individual Employees shall receive notice in writing of the layoff not less than fourteen (14) days prior to the effective date of such layoff.

Section 18.3. Recall

Employees shall be recalled from layoff within each particular job classification according to the order of layoff. No new Employees at all shall be hired until all Employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twenty-four (24) months after layoff.

In the event of recall, eligible Employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all Employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, Employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The Employee shall have no more than ten (10) working days thereafter to report to duty, unless a further extension is mutually agreed upon.

ARTICLE XIX VACATIONS

Section 19.1. Vacation Leave

All full-time Employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Eligible Employees shall earn vacation time in accordance with the Article IV of the McHenry County Personnel Manual, which shall not be unilaterally changed by the Employer during the term of this Agreement as it relates to the Employees of these bargaining units. If the Sheriff changes the hours of work in the Corrections Division from a 8.5 hour work day to a 12 hour work day, then those Employees shall earn vacation time based upon past practice .

Section 19.2. Vacation Pay

All vacation leave will be paid for at the regular hourly rate as provided in Article IV, of the McHenry County Personnel Manual. Vacation hours shall count as time worked for purposes of calculating overtime.

Section 19.3. Vacation Requests

Except for an occasional day which is taken as vacation leave, all Employees must submit, in writing, to the Sheriff, or his designee, a schedule of desired vacation prior to March 1st of each year. Conflicts in scheduling will be resolved in favor of the Employee with the most Unit seniority. At least fourteen (14) days notice shall be given for a one-day vacation. The Sheriff, or his designee shall have the right to alter any schedule if he deems it to be for the best interest of the department to do so; however all vacation requests made with at least fourteen (14) days' notice will be granted for up to four (4) employees on the day shift, up to three (3) employees on the afternoon shift and up to three (3) employees on the night shift. At the Employer's option, additional vacation requests may be granted provided shift minimums are met. No Employee shall be entitled to priority in selecting his vacation for more than three weeks in each calendar year.

Section 19.4. Pro-Ration Upon Termination

Upon termination or retirement of an Employee, the Employee's unused vacation, if any, shall be pro-rated based upon the number of months worked in the last year of employment.

ARTICLE XX
HOLIDAYS/PERSONAL DAYS

Section 20.1. Number of Holidays

Employees shall receive the holidays each year as established by a resolution of the County Board, however, the County Board shall establish a total of at least ten (10) full days in years without a general election and at least eleven (11) full days in years with a general election.

Section 20.2. Holiday Observance

Holiday observance, holiday during vacation, emergency callouts during a holiday, etc., shall be governed by the provisions of Article IV, Holidays section of the McHenry County Personnel Policy Manual, which shall not be unilaterally changed by the Employer during the term of this Agreement as it relates to the Employees in this bargaining unit.

Section 20.3. Holiday Pay

An employee regularly scheduled to work on a holiday will receive either of the following, at the employee's choosing;

- 1) time off, at the employee's regular hourly rate, to be added to the employee's accrued compensatory time, plus the regular days pay; or
- 2) pay for the holiday worked at the employee's regular hourly rate, plus the regular day's pay.

When a holiday falls on an employee's regularly scheduled day off, the employee will receive either of the following, at the employee's choosing;

- 1) one (1) extra day compensation, in lieu of the holiday, to be paid at the employee's regular hourly rate; or
- 2) one (1) extra day compensation, in lieu of the holiday, to be paid at the employee's regular hourly rate in the form of compensatory time-off, with said compensatory time to be added to the employee's accrued compensatory time-off.

In addition, any employee who calls in sick on a day on which the McHenry County Government Center has an observed Holiday, as indicated on the annual Holiday Schedule, shall not be entitled to Holiday pay for that day. However, the employee shall be compensated for the day through the use of the employee's accrued sick time, if any.

Section 20.4. Personal Days

Personal days shall be earned and used as provided for in Article IV of the McHenry County Policy Manual except that Employees with twelve (12) months or more of service shall receive three (3) personal days per year.

Section 20.5. Time Worked

Holidays and personal days shall be counted as time worked for purposes of calculating overtime.

ARTICLE XXI SECONDARY EMPLOYMENT

Section 21.1. Notification of Secondary Employment

All Employees before holding secondary employment shall notify the Sheriff, or his designee, of the place of employment, address, phone number, supervisor's name and hours of employment so that the Employee may be reached in an emergency. Employee shall notify the Employer when terminating their secondary employment for which the original notice was given.

Section 21.2. Secondary Employment Prohibitions

The parties recognize that it is in the best interest of the citizens of McHenry County to have an alert and non-distracted work force. More specifically, the jobs for which Employees of the McHenry County Sheriffs Department shall be prohibited from working and shall include, the following:

- (a) Where the Employer's uniform, badge, LEADS line, vehicle or equipment is utilized unless specifically approved by the Sheriff or his designee;
- (b) Where the hours worked cause the Employee such fatigue that he/she is unable to properly perform his/her job duties; (no employee will be permitted to work more than twenty-eight (28) hours per week);
- (c) Where a conflict of interest with his/her job duties for the Employer is created;
- (d) Where the type of secondary employment is prohibited by law or negatively reflects on the Employer.
- (e) Where the Employee is employed or engaged in criminal matter or in civil matters which directly conflict with the McHenry County Sheriff's Department;

- (f) Before any secondary employment is approved, an employee must sign an Indemnification Agreement agreeing to indemnify and hold McHenry County, and McHenry County Sheriff's Department harmless from any and all acts performed by the employee while performing his secondary employment duties.

ARTICLE XXII

SICK LEAVE

Section 22.1. Allowance

It is the policy of McHenry County to provide protection for its full-time Employees against loss of income because of illness, injury, or disability of the employee or for medical appointments which cannot be scheduled outside of the employee's normal work hours. All eligible Employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays.

Section 22.2. Accrual and Procedures

Each Employee shall accrue sick time as follows:

- a) On the Employee's first anniversary date, each Employee shall be credited with five (5) sick days.
- b) On each of the Employee's second, third and fourth anniversary dates, each Employee shall be credited with ten (10) sick days.
- c) If an Employee has accumulated 45 sick days, on his or her fifth anniversary date, the Employee shall be credited with 15 sick days. If the Employee has not accumulated 45 sick days on the fifth anniversary date, then he or she shall continue to be credited with only ten (10) days annually. If, on the Employee's sixth, seventh, eighth or ninth anniversary date the Employee has accumulated 45 sick days, then he shall be credited with 15 days on that anniversary date and for each subsequent years regardless of whether the accumulation in subsequent years goes below 45 sick days.
- d) If the Employee has accumulated 120 sick days and has reached his tenth anniversary date or larger, then the Employee would accumulate 25 sick days on that anniversary date and each subsequent anniversary date thereafter.
- e) Once an Employee has reached a level set forth in Paragraph 2-(a-d), subsequent use of accumulated sick days will not cause the Employee to fall back to a lower level or sick day earnings. Any Employee with remaining accumulated and unused sick leave after accumulation of 240 days or the maximum under IMRF

Regulations, whichever is greater, the Employer shall annually (on the Employee's anniversary date) buy back sick days accumulated and unused over 240 at the ratio of one (1) day of compensation for every two (2) days in either pay or vacation days.

- f) Within 90 days following the execution of the contract, the Employer shall calculate the sick days that an Employee with twelve (12) years or more of service would have accumulated but for the provisions of previous agreements or policies, and said sick days shall be added to the Employee's bank of sick days.

Section 22.3. Unused Leave or Retirement

If an Employee terminates employment at a time when the Employee is eligible to receive pension benefits from the Illinois Municipal Retirement Fund, then the Employee may use up to 240 sick days or the maximum allowed under IMRF Regulations, whichever is greater, accumulated for the purpose of service credit upon retirement. Thereafter, if an Employee still has accumulated sick days, he may then exchange for cash on the basis of two sick days for one day of pay.

Section 22.4. Sick Leave Abuse

- (a) For the purposes of the provisions contained in this Article "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 and 2 of this Article. If the Employer has reasonable suspicion to believe that an Employee is abusing sick leave, or that the employee has used at least six (6) sick days for the preceding twelve month period, or that the employee has used the sick days in a fashion that the employer would call a pattern (i.e., calling in sick the day before or after an employee's regularly scheduled days off), then the employer may require a doctor's affidavit at the employee's cost, for each day on which the Employee calls in sick, for a period not to exceed six (6) months for each incident.
- (b) Before implementing the required doctor affidavit provided for in paragraph (a), the Sheriff or his designee shall notify the employee of his intention to put the employee on proof status, the reasons therefore and afford the employee five calendar days to explain the reasons for the pattern of abuse observed by the Sheriff. Thereafter the Sheriff or his designee shall decide whether to implement the required doctor's affidavit.
- (c) The Council and the Employer mutually discourage the abuse of sick leave. Continued "abuse" of sick leave shall subject the Employee to disciplinary action pursuant to the terms of the Agreement.

ARTICLE XXIII HOURS OF WORK

Section 23.1. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a meal period. Bargaining unit employees will not be required to punch a time clock until requested to do so by the Sheriff. In the event the Sheriff requests the employees to begin punching a time clock, he will notify the Union fifteen (15) days in advance and the Union may discuss with the Sheriff the impact of his decision. After considering the Union's position, the Sheriff shall decide whether to implement a time clock and his decision shall be final.

Section 23.2. Work Period

The work period is defined as a regularly recurring period of twenty-eight (28) days.

Section 23.3. Work Day and Shift

Effective January 1, 1995 Employees covered by this Agreement shall work the schedule commonly referred to as the "5-2/5-3 work schedule". The work schedule shall consist of an eight and one half hours work day with scheduled work days as follows: work five (5) days, off work two (2) days, work five (5) days, off work three (3) days, with the above listed cycle repeating itself every two weeks. For payroll purposes, base hours will be eighty (80) hours in each fourteen (14) day cycle. The work schedule shall be posted in a visible place for all members of the bargaining unit to view.

Section 23.4. Work Schedule

Work schedules showing the Employee's normal shifts, work days, and hours shall be posted on all department bulletin boards at all times fourteen (14) days prior to beginning of schedule.

Section 23.5. Meal Periods

- A. All Employees shall be granted, during each shift, a lunch period of 30 minutes if the Employee is on an 8.5 hour shift or less. The lunch period shall be scheduled near the middle of each shift, and the employee may opt to eat at their work station unless ordered to do so otherwise.
- B. If an Employee is denied a meal period, the Employee shall be compensated 30 minutes at the appropriate rate.

- C. Employees assigned to transport duties that last over four (4) hours of a shift will be reimbursed up to fifteen dollars (\$15.00) for meal costs, as long as the employee timely produces a verifiable receipt.

Section 23.6. Breaks

Subject to the operating needs of the Department, all Employees shall be granted a fifteen (15) minute break to be taken near the middle each half of each shift which shall be taken at their work station at the discretion of the Shift Supervisor following departmental guidelines.

Section 23.7. Overtime

- A. Employees in Unit II shall be paid overtime either in cash or compensatory time at the rate of one and one-half (1 1/2) hours for each hour (in completed fifteen (15) minutes segments) worked beyond the normal work days as defined in Article XXIII, Section 3
- B. Vacation hours, holidays, personal days and compensatory time taken shall be counted as time worked for purposes of calculating overtime.

Section 23.8. Compensatory Time Use

Compensatory time may be accrued and carried over from year to year to a maximum of 160 hours. The scheduling and use of compensatory time shall be with the agreement of the Shift Supervisor in accordance with past practice.

Section 23.9. Court Time

Employees required to appear in Court on their off-duty hours in connection with their official duties shall receive a minimum of three (3) hours or the actual time worked, whichever is greater, at the appropriate rate. Court time shall be counted as time worked for purposes of calculating overtime. If a court time immediately precedes or follows an Employee's shift, then the Employee shall be compensated for only the actual time spent prior to, or after their regular shift.

Section 23.10. Call Back

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. If the call-back immediately precedes or follows an Employee's shift, then the Employee shall be compensated for only the actual time spent prior to or after their regular shift. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate rate or be compensated for the actual time worked, whichever is greater, at the appropriate rate.

ARTICLE XXV
WAGES/COMPENSATION/ALLOWANCES

Section 25.1. Wage Schedules

Employees shall be compensated according to the separate schedules hereto attached as separate pages of Exhibit #1 and made a part hereof for each unit.

Section 25.2. Placement and Schedules

During the term of this Agreement, Employees shall advance on the compensation schedule on their anniversary date.

The attached pay schedules shall be effective as of December 1, 1996 and any pay increases shall be effective on that date. There shall be no other pay increases during the term of this Agreement.

Section 25.3. Clothing Allowances

- (a) Employees shall receive a \$300.00 allowance for the purchase of required uniforms and equipment during each year of the term of this Agreement. Additionally, each of said Employees shall annually receive in accordance with past practice the following payment as reimbursement for cleaning of uniforms:

Fiscal Year 1996-1997	\$400.00
Fiscal Year 1997-1998	\$400.00

- (b) The items of personal property and clothing which may be bought with the clothing allowance for uniformed Employees are limited to the following:

Cotton Pants	Cotton Shirts
Belts	Long Sleeve Cotton Shirts
Short Sleeve Shirts	Name Tags
Winter Coat	Spring/Fall Coat
Rain Coat/Hat Cover	Radio Belt Clip
Winter Hat	Basket Weave
Ties	Tie Clip/Bar
Holster	Dickies
Cuff Case	Sweater
Ammo Case	Cut Resistant Gloves
Belt Keepers	Shoes or Boots
Cartridge Holders	Cuffs
Hash Marks (years in service	
awards in three (3) year increments)	

Employees called in on regularly scheduled days off are entitled to the call-back minimum guarantee.

ARTICLE XXIV WORKING OUT OF CLASSIFICATION

Section 24.1. Senior Rank Recognition

- (a) Any officer who is regularly scheduled to work in a position or rank for a period of one (1) shift assignment or more, that is senior to that which he normally holds shall be paid at the rate for the senior position or rank while so acting.
- (b) No unit member will be directed to work an out of classification position for more than six (6) consecutive months. Once a bargaining unit member has worked out of classification for up to six months, that member shall not be re-assigned out of classification work for at least eight calendar months. Any assignment or appointment to a position with a higher rate of pay will entitle the bargaining unit member to earn the higher rate of pay. The appointment of any bargaining unit member to work out of classification shall be at the Sheriff's sole discretion. Such appointment shall have no effect on the bargaining unit member's departmental or classification seniority.

Section 24.2. Senior Rank/Vacation Sick Leave

Notwithstanding the provisions of Section 1 of this Article, officers may be used to work in a position of senior rank to fill vacation or sick leave absences of the senior rank.

Section 24.3. Senior Rank Six Months or More

When an officer is required to assume the duties and responsibilities of a rank higher than that which he normally holds for any accumulated total of at least six (6) months in any calendar year, he shall be paid the rate for the higher rank for his vacation period with any necessary adjustments to be made at the end of the calendar year.

Section 24.4. Light Duty

An Employee injured on-the-job may be eligible for light duty work upon presentation to the Employer of a Doctor's affidavit certifying that they are able to do the same. Once light duty work has commenced, the Employee will be permitted to work a maximum of six (6) months, or extensions thereof certified by the Employer's physician as light duty work and upon completion of the six (6) month period must return to active duty or lose light duty status. This provision shall become effective for all on-the-job injuries which occur after the effective date of this Agreement.

Section 25.4. Reimbursement of Training and Various Expenses

In the event that an Employee appointed as a correctional officer or other Employee requiring training or uniforms resigns for any reason within twelve (12) months from the date of payments made by the County of McHenry for completion of the Illinois County Correctional Training Course or other courses related to the performance of the Employee's job, then the Employee shall reimburse the County for all or a portion of the money so expended, except that amount of said County expenditures which were reimbursed by the State of Illinois, plus all or a portion of money expended by the County for uniforms on the following basis:

- (a) If the Employee resigns prior to completing four (4) months of employment after such expenditure, 100% of the total expense shall be reimbursed;
- (b) If the Employee resigns after four (4) months and before eight (8) months, 75% of the total expense shall be reimbursed;
- (c) If the Employee resigns after eight (8) months, but less than one (1) year, 50% of the total expense shall be reimbursed.

Expenses of training shall include, but not be limited to hotel and meal expenses, travel allowances, tuition and book fees and other expenses reasonably related to the training of the Employee.

Any Employee resigning as provided for herein shall be subject to an automatic wage deduction from his last paycheck to cover the cost of expenses and any balance remaining due thereafter shall be paid to the County over the same period of time for which the Employee was employed by the McHenry County Sheriff's Department prior to resignation.

ARTICLE XXVI **BENEFITS AND PENSIONS**

Section 26.1. Health Benefits

The Employer will continue the same Health Care benefits as were in effect on November 30, 1996, except as outlined in Exhibit #2. This includes coverage, deductibles, co-payments, maximum benefits and fees and costs set forth therein. Any Employee wishing to waive the health benefits may do so by signing and filing the appropriate form in the County Board Office. The waiver shall be effective upon filing.

During the term of this Agreement, the County agrees that if the employee contributions towards health benefits for the other County employees is changed to a

lower amount than those set forth herein, then the lower amount shall be extended to members of his bargaining unit,

Section 26.2. Dental Benefits

The Employer will continue the same dental benefits as were in effect on November 30, 1993, except as outlined in Exhibit #3. This includes coverage, deductibles, co-payments, maximum benefits and fees and costs set forth therein. Any Employee wishing to waive the dental benefits may do so by signing and filing the appropriate form in the County Board Office. The waiver shall be effective upon filing.

Section 26.3. Death Benefit

The Employer shall maintain McHenry County Employee Death Benefit and Accident Death and Dismemberment Benefit as adopted April 1, 1987 in full force and effective during the term of this Agreement.

Section 26.4. Pensions

The Employer shall continue to contribute on behalf of the Employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to under State Statutes.

Section 26.5. Deductions

The Employer shall deduct any Employee contribution required in this Agreement from wages due the Employee.

Section 26.6. IRC Section 125 Plan

As soon as practicable after the effective date of this Agreement, the County will institute an IRC 125 Plan whereby employees will be able to pay for their share of health care premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code, and the County suffers no adverse financial effects other than the initial implementation costs.

Section 26.7. Calendar Year Maximums

The Calendar year maximum on benefits for inpatient and outpatient treatment of mental and nervous disorders and /or chemical dependency combined shall be limited to \$20,000.00

Section 26.8. Retiree Benefits

The County of McHenry shall pay single 20%, and double and family 35% of the monthly administrative fee(s) and health insurance premiums for any employee who retires after twenty (20) years of service, and shall continue said payments for as long as the County of McHenry offers a group health insurance plan for its full time employees, until the retiree reaches Medicare age.

ARTICLE XXVII LABOR MANAGEMENT/SAFETY COMMITTEE

Section 27.1. Labor Management Conferences

The Council and the Employer mutually agree that in the interest of efficient management and harmonious Employee relations, it is desirable that meetings be held between Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings shall be limited to:

- (a) Discussion of the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties;
- (c) Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees;
- (d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances;
- (e) Items concerning safety issues.

The Employer and the Council agree to cooperate with each other in matters of the administration of this Agreement and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 27.2. Integrity of Merit Commission Grievance Procedures

It is expressly understood and agreed that such meetings shall be exclusive of the Merit Commission and grievance procedures. Grievances being processed under the grievance procedure or reviews under the Merit Commission shall not be discussed in

detail at labor-management conference, and any such discussions of pending grievances or reviews shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances or reviews and such discussions shall only be held by mutual agreement of the Employer and the Council, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 27.3. Safety Issues

No Employee shall be required to use any equipment that has been designated by both the Council and the Employer as being defective because of a disabling condition creating a serious risk to safety of Employees unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law creating a serious risk to safety of Employees, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable steps within available budgeted funds to protect Employees during working hours in the performance of their duties.

The Employer shall be committed to make every reasonable attempt to budget necessary funds to correct established safety conditions as jointly identified through labor-management conferences.

Section 27.4. Reports

Any report or recommendation which may be prepared by the Council or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Council.

Section 27.5. Council Representative Attendance

When absence from work is required to attend labor-management conferences, Employees shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to two (2) and those attending such conferences outside scheduled work time shall not be compensated by the Employer.

ARTICLE XXVIII GENERAL PROVISIONS

Section 28.1. Use of Masculine Pronouns

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 28.2. Work Rules, General Orders and County Policy

The Work Rules and General Orders of the Sheriff, as from time to time amended, which are not in conflict with this Agreement shall continue in full force and effect.

Section 28.3. F.O.P. Access to Employer Premises

Authorized representatives of the National or State Council shall be permitted to visit the Department during working hours to talk with officers of the local Council and/or representatives of the Employer concerning matters covered by this Agreement. Such representatives shall give reasonable notice to the Sheriff or his designee, and such visits shall not interfere with the operations of the Sheriff's Office.

Section 28.4. Weapon Maintenance

- (a) The service weapons of any Employee authorized to carry weapons by the Sheriff shall be repaired by a certified gunsmith at the expense of the Sheriff, ordinary wear and tear excepted. This provision shall apply to weapons registered with the Range Officer. The certified gunsmith shall be selected by the Sheriff.
- (b) The Sheriff shall continue to supply cleaning material for ordinary maintenance of such weapons.

Section 28.5. F.O.P. Examination of Pay Records

The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is the subject of a grievance or any other records of the Employee pertaining to a specific grievance at reasonable times with the Employee's consent, except those records not pertaining to a specific grievance or those records excluded under the Personnel Files Article of this Agreement unless that particular Article is the subject of a grievance.

Section 28.6. Damages Personal Property

The Employer agrees to repair or replace as necessary an officer's eyeglasses, contact lenses, prescription sunglasses up to a value of \$150.00 and watches up to a

value of \$50.00, or other items of personal equipment if such are damaged or broken, if during the course of the Employee's duties the Employee is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor outside the bargaining unit. Employee shall provide receipts prior to reimbursement.

Section 28.7. Inoculations

The Employer agrees to pay all expenses for inoculation or immunization shots for the Employee and for members of an Employee's family when medically required as a result of said Employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

Section 28.8. Bulletin Boards

The Employer shall provide the Council with designated space on available bulletin boards or provide bulletin boards on a reasonable basis where none are available for purposes of the Council.

Section 28.9. Location of Meetings

All meetings provided for in this Agreement or required by law as a result of this Agreement shall be held in McHenry County, Illinois, unless mutually agreed otherwise.

ARTICLE XXIX SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by an existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXX LEAVES OF ABSENCE

Section 30.1. Discretionary Leave

- (a) The Sheriff may grant leaves of absence, without pay or salary, to Employees under his supervision for job related reasons (such as further training or study), which will enable Employees to perform their usual and customary duties with

greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the Employee, his spouse, or his child or children or childbirth). The denial of discretionary leaves shall not be subject to the Dispute Resolution and Grievance Procedure of this Agreement.

- (b) The Sheriff may assure an Employee who is granted such leave, that the Employee's position, or job, will be restored to him at the conclusion of such leave; provided, however, that the Employee's employment by the County might, and could, be terminated if, during the period of such leave, the Employee's position, or job were to be eliminated by action of the County Board or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job.
- (c) No leave shall be granted for a period exceeding one hundred eighty (180) consecutive calendar days, nor shall any Employee be granted a leave, or leaves, totaling more than one hundred eighty (180) days in a given calendar year without the approval of the County Board.
- (d) An Employee on leave will not accrue any benefits whatsoever.

Section 30.2. Absence Due to Death in Immediate Family

- (a) In the event of the death of an immediate family member, an Employee shall be permitted to be absent from his job for an appropriate number of days up to three (3) days per occurrence with the Sheriff's approval, and for each such day's absence, the Employee shall receive compensation at this normal rate of pay. If the Employee desires to be absent for more than three (3) days, he may utilize previously earned, unused vacation days and receive compensation for each such additional absence.
- (b) Any absence to attend the funeral of anyone who is not a member of an Employee's immediate family may be arranged with the Sheriff, without pay, but previously earned and unused vacation days may be utilized in such case with the consent of the Sheriff.
- (c) The immediate family is defined as follows:

Father, Step-Father, Mother, Stepmother, Mother-in-law, Father-in-law, Guardian, Husband, Wife, Stepson, Step-daughter, Brother, Stepbrother, Sister, Step-sister, Son, Daughter, Son-in-law, Daughter-in-law, Grandparents, Grandchildren.

Section 30.3. Jury Duty

An Employee subpoenaed to testify in any civil matter arising out of the employee's performance of his/her duties with the Employer shall be released from duty

without loss of pay for such appearances. This section does not apply when the employee is subpoenaed to testify against the Employer.

Section 30.4. Military Leave

Military leave shall be granted in accordance with the McHenry County Personnel Policy as long as such policy is in accordance with Federal law.

Section 30.5. Maternity Leave

Pregnancy shall be treated the same as any other illness.

Section 30.6. Leave to Conduct Council Activities

- (A) The Council shall have the right to have one (1) Council member placed on an unpaid leave of absence for the purpose of conducting Council activities. Any Council member so designated shall receive any benefits under this Agreement except as follows: The Employee would retain the right to participate in the Employee's Group Insurance Program(s) provided that the cost of such is paid by the Employee and the Employee may continue to participate in the Employee's Retirement Program with the Employee paying all contributions normally paid by a county Employee.
- (B) The leave may be renewed on an annual basis. Should the Employee on leave desire to return to active service with the Department, the Employee on leave must wait to return to active service until such time as a vacancy exists in the job classification previously held by the Employee.

Section 30.7. Prohibition Against Misuse of Leaves

During any leave granted pursuant to the terms of this Agreement, regardless of being with or without pay, an Employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the Employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

ARTICLE XXXI COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXXII
DURATION AND SIGNATURE

Section 32.1. Term of Agreement

This Agreement shall be effective from December 1, 1996, and shall remain in full force and effect until November 30, 1998. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and eighty (180) days nor less than one-hundred twenty (120) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 32.2. Continuing Effect

Notwithstanding any provision of the Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 32.3. Procedure on Notice of Termination

The parties agree that if either side decides to reopen negotiations upon termination, making any changes in the Agreement, the other party may so notify the other at least one-hundred twenty (120) days and no more than one-hundred and eighty (180) days prior to the expiration of the Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

IN WITNESS THEREOF, the parties hereto have affixed their signatures this
_____ day of _____, 199__.

FOR THE EMPLOYER:

COUNTY BOARD CHAIRMAN

(SEAL)

COUNTY CLERK

SHERIFF

FOR THE COUNCIL:

UNIT REPRESENTATIVE

UNIT REPRESENTATIVE

UNIT REPRESENTATIVE

ILLINOIS F.O.P. LABOR COUNCIL

EXHIBIT #3

DENTAL INSURANCE MONTHLY PREMIUMS

<u>Single Coverage</u>	<u>Employee</u>
Plan	\$7.20

<u>Double Coverage</u>	<u>Employee</u>
Plan	\$10.80

<u>Family Coverage</u>	<u>Employee</u>
Plan	\$14.40

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____ hereby authorize my employer,
the _____ to deduct from my wages
the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor
Council, for expenses connected with the cost of negotiating and maintaining the
collective bargaining agreement between the parties, and to remit such dues to the
Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Signed:	_____
Date: _____	Address: _____
	City: _____
	State: _____ Zip: _____
	Telephone: _____

Please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, IL 62704

(217) 698-9433

EXHIBIT #1

WAGE MATRIX

	<u>12/1/96 – 11/30/97</u>	<u>12/1/97 – 11/30/98</u>
Start	\$12.61/hr	\$12.86/hr
Year 1	\$12.86/hr	\$13.18/hr
Year 2	\$13.18/hr	\$13.51/hr
Year 3	\$13.51/hr	\$13.85/hr
Year 4	\$13.85/hr	\$14.20/hr
Year 5	\$14.20/hr	\$14.55/hr
Year 6	\$14.55/hr	\$14.92/hr
Year 7	\$14.99/hr	\$15.29/hr
Year 8	\$15.44/hr	\$15.67/hr
Year 9	\$15.90/hr	\$16.06/hr
Year 10	\$16.38/hr	\$16.46/hr
Year 11	\$16.79/hr	\$16.88/hr
Year 12	\$17.21/hr	\$17.47/hr
Year 13	\$17.72/hr	\$18.08/hr
Year 14	\$18.26/hr	\$18.71/hr
Year 15	\$18.80/hr	\$20.02/hr
Year 16	\$19.37/hr	\$20.02/hr
Year 17	\$19.95/hr	\$20.02/hr

EXHIBIT #2

HEALTH INSURANCE MONTHLY PREMIUMS

<u>Single Coverage</u>	<u>Employee</u>	<u>County</u>	<u>Total</u>
Plan A	\$21.97	\$322.14	\$344.11
Plan B	\$17.57	\$313.33	\$330.90
Plan C	\$13.18	\$305.74	\$318.92

<u>Double Coverage</u>	<u>Employee</u>	<u>County</u>	<u>Total</u>
Plan A	\$166.68	\$480.36	\$647.04
Plan B	\$149.31	\$472.69	\$622.00
Plan C	\$131.75	\$467.38	\$599.13

<u>Family Coverage</u>	<u>Employee</u>	<u>County</u>	<u>Total</u>
Plan A	\$171.27	\$834.64	\$1,005.91
Plan B	\$153.70	\$811.91	\$965.61
Plan C	\$136.15	\$792.94	\$929.09

These premium increases are effective June, 1998.